

APPENDIX

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KINGS BASIN WATER AUTHORITY
INTEGRATED REGIONAL WATER MANAGEMENT PLAN

APPENDIX A
DESCRIPTION OF MEMBERS AND INTERESTED PARTIES

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Descriptions of Members and Interested Parties

1.1 Agency Descriptions

1.1.1 Voting Members

Alta Irrigation District (AID)

AID was formed under the Wright Act, passed in 1887, and is one of the oldest irrigation districts in the state. AID provides surface water from the Kings River to farms in its 129,000-acre service area through a series of unlined canals. AID diverts water at Cobbles Weir into canals that transport water into a system that serves the area from Reedley to west of Orange Cove in eastern Fresno County, as well as serving the Dinuba, Orosi, and Traver areas of northern Tulare County. AID has 100,000 acre-feet (AF) of storage in Pine Flat and 19,275 AF of storage in the other upstream reservoirs. In addition to providing surface water to meet irrigation demands, AID uses flood flows from the Kings River to recharge the groundwater basin. No estimate of the amount of water recharged through the basins is available. AID estimates it gets 45,600 AF of incidental recharge annually along its 360 miles of unlined irrigation delivery canals. AID has long recognized the significance of groundwater resources to the area and has been monitoring the water levels for the past 80 years. In August 1994, AID adopted an AB 3030 Groundwater Management Plan and will be updating the plan to meet revised state requirements. On June 6, 2010, AID amended its AB 3030 Groundwater Management Plan to be compliant with SB 1938 Groundwater Management Plan requirements.

City of Clovis

The City of Clovis was incorporated in 1912 and lies just west of the Sierra Nevada foothills and northeast of the city of Fresno in Fresno County. The City encompasses 23.10 square miles and is home to 95,631 residents (2010 Census). The City provides water to its residents from surface and groundwater sources. The City operates a surface water treatment plant on the east side of town and has numerous wells throughout the City. Almost all water deliveries are metered. The City delivers approximately 20,030 AF of water annually, as of 2015, which was the height of mandatory conservation measures; by comparison, the deliveries were 25,067 in 2014. The delivery amount is expected to increase to 36,300 AF by 2020; however, delivery increases are expected to slow due to conservation measures the City will continue to implement. In addition to providing water supply to its citizenry, the City partakes in groundwater recharge efforts and estimates it contributes 8,400 AF to recharge annually. The City is also a participant in the Fresno Area Regional Groundwater Management Plan.

In 1989, the City of Clovis assumed the operation of a small water system, which served an unincorporated county island called Tarpey Village. The unincorporated area is home to approximately 3,888 people (2010 Census). Tarpey Village is largely individually unmetered because of the agreement between the former County

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Waterworks District No. 8 and the City, which allowed them to stay unmetered. However, over time 435 residential and commercial customers in Tarpey Village have had meters installed at their request in order to control their water costs.

City of Dinuba

The City of Dinuba, founded in 1888 and incorporated in 1906, is located in the northwest corner of Tulare County in the heart of the agriculturally rich San Joaquin Valley. The City encompasses approximately 3.42 square miles and is home to more than 20,000 people. The City provides water to its residents through several deep underground water wells, which pump approximately 4,800 AF/year for distribution in 2015 and anticipates providing 5,600 AF/year by 2020.

City of Fresno

The City of Fresno, founded in 1885, is located in northern Fresno County. The City encompasses over 110 square miles and serves a population of over 525,000 people. The City serves the entire area within its City Limits with the exception of Bakman Water Company, Pinedale County Water District, Herndon Water Company, Park Van Ness Mutual Water Company, California State University at Fresno, and private groundwater users within the county islands.

The City currently delivers approximately 145,900 AF of water annually, which is a combination of surface and groundwater. The groundwater supply accounts for 75% of the total supply and is provided through 260 municipal water wells throughout the City. The surface water supply accounts for the remaining 25% and comes from the 30MGD surface water treatment plant in the northeastern area of town. The 2020 projected water deliveries are 214,500 acre-feet annually; however, conservation measures are being implemented and the rate of increase is expected to decline as the City reaches 2020. The City also has 50,000 AF available annually for groundwater recharge efforts, which contributes to the total recharge in the near vicinity. The recharge is accomplished through 1,200 acres of recharge basins, 220 acres of which are owned by the City. The City is also a participant in the Fresno Area Regional Groundwater Management Plan.

City of Kerman

The City of Kerman, founded in 1910, is located approximately fifteen miles west of the City of Fresno and fifteen miles south of the City of Madera and encompasses nearly 2,000 acres. The City is home to over 15,000 people; delivering 2,755 AF of water annually (as of 2015) to its customer base and expecting to deliver 3,145 AF annually by 2020. The water supply for the City is primarily city-produced groundwater; however, an effort is being made to deliver recycled water to agricultural customers in the area surrounding the City. Approximately 220 AF of recycled water are also being used for groundwater recharge efforts annually. The City is also a participant in the Fresno Area Regional Groundwater Management Plan.

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City of Parlier

The City of Parlier, incorporated in 1921, encompasses approximately 1,365 acres in southeast Fresno County. The City is 15 miles southeast of the city of Fresno. The City delivers pumped groundwater to a population of nearly 14,500. Governance of the City consists of an elected 5-member City Council; staff includes a City Manager and nearly fifty full- and part-time employees.

City of Reedley

The City of Reedley is located in southeast Fresno County, approximately 25 miles southeast of the City of Fresno. The City contains approximately 3,116 acres and is home to over 24,200 people. The water supply is derived from pumped groundwater via wells throughout the City. The City is governed by a five-member City Council, administered by a City Manager and has 110 full-time and 80 part-time employees.

City of Sanger

The City of Sanger is located in the heart of the Central Valley at the base of the Sierra Nevada Mountains' foothills in Fresno County. Its sphere of influence is about 8.75 square miles (5,600 acres). Incorporation of the City occurred in 1911, and water service is provided to a population of approximately 24,260. The City obtains its entire water supply from groundwater; the demand is approximately 6,000 AF/year. The City participates in groundwater recharge through storm water and secondary effluent percolation basins located throughout the service area.

City of Selma

Incorporated in 1897, the City of Selma encompasses approximately 3,152 acres along State Route 99 between the cities of Fowler to the north and Kingsburg to the south. The City is governed by a five-member elected City Council and employs a City Manager and over 150 staff members. The City's 23,200 residents are receiving water from California Water Service Company (Cal Water). Cal Water was incorporated in 1926 and has provided water service to the City since 1962. Water supplies are solely from groundwater sources and amount to approximately 6,000 AF/year. Cal Water does not provide water for groundwater recharge; however, Selma-Kingsburg-Fowler Sanitation District (SKF) contributes to groundwater recharge through secondary effluent percolation basins located west of the city of Kingsburg.

County of Fresno

Fresno County, created in 1856 is located near the center of California's San Joaquin Valley which, together with the Sacramento Valley to the north, forms the Great Central Valley, one of the distinct physical regions of the state. The Coast Range foothills, which form the county's western boundary, reach a height of over 4,000 feet near the city of Coalinga while some peaks along the crest of the Sierra Nevada, the county's eastern boundary, exceed 14,000 feet. The Valley floor in between is fifty to sixty miles

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wide and has an elevation near the city of Fresno of about 325 feet. The current, official boundaries of the County were established in 1909.

Fresno County is one of the largest, fastest growing, and most diverse counties in the state of California. It is the 10th most populous county with an estimated 930,450 residents. Fresno County is home to 15 incorporated cities, all located on the Valley floor. Over 60 percent of the County's total population resides in the neighboring cities of Fresno and Clovis. Fresno County directly provides water to several small waterworks districts. The County is also a participant in the Fresno Area Regional Groundwater Management Plan.

County of Tulare

The County of Tulare, named for historic Tulare Lake, was formed in 1852 and continued to adjust its boundaries until 1893. Centrally located within the State of California, the County includes an area of 4,863 square miles. The extensively cultivated and very fertile valley floor in the Western half, has allowed Tulare County to become the second-leading producer of agricultural commodities in the United States. The County has a growing population of 442,200. The Eastern half of the County is comprised primarily of public lands within the Sequoia National Park, National Forest, and the Mineral King, Golden Trout, and Domelands Wilderness areas. Visalia, the County seat, is the gateway to Sequoia National Park and a variety of recreational activities.

Consolidated Irrigation District (CID)

CID was organized on September 8, 1921, in accordance with the Irrigation District Law of the State of California Water Code. CID diverts water at the Gould and Fresno Weirs to provide surface water from the Kings River to farms within the service area of approximately 145,000 acres using a series of unlined canals. CID has 119,000 AF of storage in Pine Flat and another 22,937 AF in other upstream storage facilities. CID has been monitoring groundwater levels since the 1920s. The current groundwater monitoring program consists of about 80 wells spaced on a 2-mile grid throughout the district. In July 1995, the CID adopted an AB 3030 Groundwater Management Plan.

Fresno Irrigation District (FID)

FID was organized in 1920 as the successor to the privately-owned Fresno Canal and Land Company in accordance with the Irrigation District Law of the State of California Water Code. FID has a service area of approximately 245,000 acres and diverts Kings River water from the Fresno Weir into the 680-mile canal and pipeline distribution system for both agricultural and municipal water uses. FID has rights to store 120,000 AF in Pine Flat reservoir and an additional 23,130 AF of storage in upstream reservoirs. This storage and Kings River water are used by FID to deliver an average annual supply of approximately 500,000 AF. FID obtains most of its surface water supplies from the Kings River but also has a contract with the United States Bureau of

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Reclamation (Reclamation) for 75,000 AF of Class 2 water from the Friant Division of the CVP. The City of Fresno and FID have collaborative agreements that enable the delivery of the City's 60,000 AF of Class 1 water for beneficial uses, such as, groundwater recharge and treatment for potable uses. FID is also a participant in the Fresno Area Regional Groundwater Management Plan.

Fresno Metropolitan Flood Control District (FMFCD)

The FMFCD provides flood control and urban storm water services for streams in the Fresno stream group in a 400-square mile watershed located between the Kings and San Joaquin Rivers. It is a special district with jurisdictional authorities defined by the California Water Code. The FMFCD manages the local drainage and regional flood control programs in and surrounding the Fresno-Clovis area and its programs are closely integrated and coordinated with FID and the Cities of Fresno and Clovis to provide efficient, comprehensive services. Capital facilities, such as pipeline and basins, are funded through local development ordinances. The FMFCD is authorized to collect property taxes within its service area.

The FMFCD Services Plan guides district actions and serves as a good example of an integrated program. The Services Plan provides detailed description of the goals, programs, facilities, regulations, agreements, and implementation plans for each of the major program areas. The FMFCD Services Plan and the pending capital facilities plan are foundational actions for the Kings Basin Water Authority IRWMP.

The major program areas include flood control, rural streams, local storm water drainage, storm water quality management, water conservation, recreation, and wildlife management. The FMFCD program is unique in that it uses a multipurpose, multi-objective approach and most retention pond facilities are designed for flood control, groundwater recharge, and recreational purposes.

FMFCD facilities provide water supply and water quality benefits by capturing an average of 90% of all urban runoff. This is accomplished through a cooperative groundwater recharge program in partnership with the Cities of Fresno and Clovis, Fresno County, and FID. The FMFCD participates in the land use and development review process to ensure that design requirements are met; to make recommendations regarding new development; and to help the land use agencies prevent flood loss and damage to rural streams, private property, and district facilities. FMFCD is also a participant in the Fresno Area Regional Groundwater Management Plan.

Kings County Water District (KCWD)

The Kings County Water District, formed in 1954, is located in the northeastern corner of Kings County, bordered by Fresno County to the north and Tulare County to the east. The District was formed to assist northeastern Kings County with retaining its water rights for use within the area. The District entirely owns Riverside Ditch Company and partially owns Peoples Ditch Company, Last Chance Water Ditch Company and Lakeside Ditch Company. By purchasing stock in as many ditch companies as

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possible, the District can make certain the water is being used within the area, and not being exported elsewhere. Including these companies, the District encompasses approximately 143,000 acres.

The District owns and operates numerous recharge basins throughout the District and the 10-mile Riverside Ditch; used for direct delivery of surface water to agricultural customers. Numerous other conveyance and recharge facilities within District boundaries are owned either by aforementioned ditch companies or by other entities with overlapping boundaries.

Kings River Conservation District (KRCD)

The Kings River Conservation District was formed in 1951 through special state legislation. Today, KRCD's jurisdiction covers approximately 1.2 million acres within Fresno, Kings and Tulare counties.

KRCD is a public agency that strives to protect the Kings River water resources through flood control, power, on-farm water management and groundwater development.

KRCD is governed by a seven-member Board of Directors; six of the members represent the six divisions within KRCD and the seventh member is elected as a district-wide representative. All members must reside within the jurisdiction for which they are representative. Additionally, the District has a senior management staff comprised of the General Manager, Deputy General Manager of Power Resources, Flood Operations & Management, and Environmental Operations, Deputy General Manager of Water Resources, and the Deputy General Manager of Business Operations. The senior management staff coordinates a work force of approximately 50 individuals.

Raisin City Water District (RCWD)

The RCWD covers an area of approximately 58,719 acres and is primarily an agricultural area; it also includes the community of Raisin City. The RCWD is outside of the Kings River Water Association area and does not have surface water entitlement from the Kings River or water from the San Joaquin River. The RCWD is solely dependent on groundwater, pumped by individual growers, as the source of irrigation water and has no infrastructure or facilities. The District's purpose is to improve groundwater conditions in the area; to this end, they are a part of the McMullin Recharge Group. The District is governed by an elected five-member Board of Directors and employs one part-time secretary.

1.1.2 Interested Parties

Armona Community Services District (ACSD)

Armona CSD is located approximately 1-mile due west of the City of Hanford in Kings County. The District serves a population of 4,150 with water supplied from groundwater

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sources. ACSD is governed by an elected five-member Board of Directors. The District also has two staff members and a Contract Operator who acts as the General Manager.

Bakman Water Company (BWC)

Bakman Water Company was established in 1948, lays just west of the Sierra Nevada foothills, partially within the Fresno city limits in Fresno County. BWC encompasses approximately 1,650 acres and is home to 16,797 residents. The agency has a water demand of less than 4,000 AF/year, which is supplied solely through groundwater pumping. BWC is also a participant in the Fresno Area Regional Groundwater Management Plan.

Biola Community Services District (BCSD)

Biola CSD is located approximately 13 miles northwest of the City of Fresno in Fresno County. The District serves a varying population of 1,100 to 1,600 with water pumped from the aquifer. Services offered by the District include street lights, water, sewer, storm drainage and solid waste. BCSD is governed by a five-member Board of Directors, who is appointed by the Fresno County Board of Supervisors. The District also has three staff members including a General Manager, Office Assistant and part time Field Worker.

California Native Plant Society, Sequoia Chapter

Originally formed in 1965 in the east bay region, the California Native Plant Society (CNPS) is a statewide non-profit organization of amateurs and professionals with a common interest in California's native plants. Their members work to promote native plant appreciation, research, education, and conservation through five statewide programs and 33 regional chapters in California.

California State University, Fresno (Fresno State)

Established in 1911, California State University, Fresno is the premier regional university serving Central California's diverse, growing population. With an enrollment of more than 22,000 students, Fresno State offers 59 undergraduate degree programs and 44 master's degree programs in the liberal arts and sciences as well as in a variety of professional disciplines emphasizing agriculture, business, engineering and technology, health and human services, and education. Fresno State's campus includes approximately 1,000 acres of irrigated farm land and a 300-acre main education center that are collectively an independent water entity within the cities of Clovis and Fresno. Fresno State is also home to the California Water Institute, the Center for Irrigation Technology and the International Center for Water Technology.

City of Kingsburg

The City of Kingsburg, incorporated in 1908, is located in Fresno County along its southern border, immediately north of the Kings River at the crossing with State Route

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99. The City occupies an area of about 5 square miles and has a population of 11,800 people, which receive water deliveries of 2,570 AF annually from groundwater supplies. The City expects to deliver 3,975 AF in 2020. Incidental groundwater recharge occurs from the City's use of treated effluent for non-food crops and in percolation ponds.

City of Orange Cove

The City of Orange Cove is located approximately 35 miles southeast of Fresno, California in Fresno County and covers an area of 1150 acres and has a population of 9,100 residents. Orange Cove is a General Law City with a Council-Manager form of government. The City is governed by a five-member City Council elected at large. The Mayor is elected directly and the Mayor Pro Tem is chosen by the Council. The City Council also serves as the City's Redevelopment Agency Board of Directors.

City of San Joaquin

The City of San Joaquin is located approximately 20 miles southwest of Fresno, California in Fresno County and includes an area of 704 acres. The City was incorporated in 1920 and has a city manager form of government with five council members, a city manager, and 10 full-time staff members. The City is home to approximately 4,000 people.

Community Water Center (CWC)

Community Water Center, a non-profit organization located in Visalia, seeks to ensure that all communities have access to safe, clean and affordable water. Their mission is to create community-driven water solutions through organizing, education and advocacy in California's San Joaquin Valley. CWC was founded in 2006 by Co-Directors Susana De Anda and Laurel Firestone to focus on fostering strategic grassroots capacity to address water challenges in small, rural, low-income communities and communities of color. Since their inception, CWC has become a source of drinking water expertise and a center for community water organizing in Tulare County. The Center aims to ensure communities have a voice in water planning, policy and in decision making that affects whether they have access to reliable, affordable water supply. Their work focuses on engaging communities in water infrastructure planning and funding processes and eliminating barriers to community participation.

County of Kings

King County is bordered by Kern County to the south, Tulare County to the east, Fresno County to the north and Monterey County to the west. The County contains 1,391 square miles (890,545 acres) and is home to nearly 153,000 people. In the county area, nearly 750,000 acres are farmland, with 655,000 being actively harvested.

The County contains nine cities/towns, seven rural communities, one Native American reservation and is home to portions of six irrigation districts, three community service

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districts, one public utility district, one water district and the Kings River Conservation District, discussed above.

Crescent Canal Company (CCC)

Organized in 1885, the Crescent Canal Company, a member of the Kings River Water Association, is located in southern Fresno County. The Company currently has 583 'points' outstanding (one 'point' is equivalent to 1/16th of a share). CCC has guaranteed storage space for up to 27,936 acre feet primarily in Pine Flat Reservoir plus an additional 2,793 acre feet of 'over storage' if space is available; however, the Company may not be able to fully utilize its storage space when Pine Flat is in flood release. Historically, the Company has received a mean entitlement of 21,256 AF with a median value of 14,803 AF.

The Company operates one canal, the Crescent Canal, which takes water out of the lower North Fork of the Kings River and runs for roughly 20 miles with a capacity of approximately 100 cfs. Crescent Canal, being at the end of the Kings River distribution system, suffers significant channel seepage losses, and is dependent upon running in coordination with other units on the river to minimize losses and, in fact, make an irrigation run practicable. These "coordinated runs", in non-flood release periods, typically begin in the spring or early summer and continue until the available water is used or water demands are satisfied. In a typical year, with amounts approximating an average water supply, the irrigation run will operate from early June to late August or mid-September. The shortest coordinated run, occurring in dry years, may last no more than 30 days.

Cutler Public Utility District (CPUD)

Cutler PUD was formed in 1922 and is located nine miles north of Visalia in the northern portion of Tulare County. The community of Cutler has approximately 5,000 residents and delivers water to them from three wells. Services offered by the PUD include water and sewer, with both systems operating at or near capacity. The PUD is governed by a five-member Board of Directors and augmented by fluctuating full- and part-time staff.

East Orosi Community Services District (EOCSD)

East Orosi Community Service District was established in 1954 by Tulare County Board of Supervisors Resolution and is adjacent to CPUD, discussed above. The District serves a 53 acre area with approximately 500 residents, all receiving water via two wells, which have frequent nitrate exceedances. The CSD is governed by a three-member board of directors.

Easton Community Services Distinct (ECSD)

Easton Community Service District was formed in 1959 by residents of to provide street lighting. Currently, ECSD encompasses approximately 701 acres and provides street lighting, storm drainage, recreation and park, and landscape maintenance services to

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the community of Easton. The 2010 Census shows Easton to have a population of approximately 2,100 although approximately 18% of population figure includes residents living outside the boundaries of the ECSD. The ECSD Board is comprised of 5 elected or appointed CSD residents serving a four-year term, a General Manager and a Consultant to help guide the CSD through the research and activation process of possibly providing a water system to the ECSD residents.

El Río Reyes Conservation Trust

El Río Reyes Conservation Trust is a regional California land trust whose mission is to safeguard the Kings River and its lands for future generations. The Trust believes the best way to accomplish this task is to conserve open space and riparian habitat and provide means to ensure the viability of the farms surrounding the river.

The directors of the Trust are all residents of the Kings River area who understand and appreciate the long-term benefits and challenges of maintaining the Kings River in its natural state. The Trust's main area of interest on the Kings River is from Pine Flat Dam at Piedra to the Empire Weir No. 2 near Stratford, California; a total of approximately 81 miles. The Trust works closely with landowners and other interested parties and stakeholders, and with government agencies to minimize the impacts of housing developments and mining activities on Kings River lands. The Trust also endeavors to assist local residents and landowners in enhancing the environmental and economic benefits attached to the well being of the river and its agricultural lands. Along with its own resources, El Río Reyes Conservation Trust draws on the expertise of other conservation organizations and other individuals to assist it in the furtherance of its mission.

Hardwick Water Company (HWD)

Hardwick Water Company serves the community of Hardwick in the northeastern portion of Kings County, with an area of 90 acres and a population of 138. The community was established in 1895 but remains an unincorporated village. The community draws on water pumped from the aquifer via a single well.

James Irrigation District (JID)

The history of James Irrigation District stretches back to the 19th century, when Jefferson G. James established the 72,000-acre James Ranch lying on both sides of the Fresno Slough. JID is located approximately 30 miles southwest of the City of Fresno and is comprised of 26,000 acres, of which about 22,000 acres are currently irrigated. The District, organized in 1920, provides agricultural water to growers within its boundaries. The District is governed by a five-member Board of Directors.

A system of 65 well pumps, 26 booster pumps and 100 miles of canals and pipelines distribute irrigation water to growers' orchards vineyards and fields. The District has several sources of water supply: (1) a United States Bureau of Reclamation Central Valley Project contract, (2) San Joaquin River Schedule 2 contract rights, (3) Kings

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River floodwater and (4) groundwater. The Kings River water rights are currently leased to the Kings River lower river districts. In addition to rights to groundwater within the District service area, the District also has a deeded groundwater right to certain lands east of the Fresno Slough Bypass up to 200 cubic feet per second.

The District's current annual water demands are approximately 65,000 AF. At this time, the District has enough water sources to meet the needs of its growers. The District utilizes a variety of water management strategies including groundwater recharge, water transfers, and water regulating reservoirs to better manage its water resources.

Reclamation District 1606 (RD 1606) overlaps a portion of James Irrigation District and has a small surface water supply. RD 1606 has the same staff as JID but is governed by a different Board of Directors.

Kings River Conservancy (KRC)

The Kings River Conservancy is a federally registered 501(c) 3 non-profit corporation founded on the principle that advocating for and protecting the Lower Kings River benefits the community at large. The Conservancy advocates for the stretch of Kings River from Pine Flat Dam to Highway 99 in Fresno County.

Kings River Water Association (KRWA)

Kings River Water Association focuses on stewardship of the Kings River environment and its user, which provides water to over one million acres. Since 1927, KRWA and its 28-member San Joaquin Valley agencies have been stewards of this vital resource, serving a growing population and effectively working with others in search of an even better, brighter future. KRWA's five-member staff is headed by the river's Watermaster and carries out policy established by the Executive Committee.

All KRWA member agencies are public districts or canal companies with rights to provide Kings River water for beneficial irrigation use on nearly 20,000 San Joaquin Valley farms in portions of Fresno, Kings and Tulare counties.

KRWA oversees Kings River entitlements and deliveries and protects water quality while enhancing the environment. KRWA, as the name implies, is a private association. It is one of two regional agencies that oversee the river. The other is the Kings River Conservation District (KRCD), as discussed above.

Laguna Irrigation District (LID)

Laguna Irrigation District was originally founded in 1920 and is located approximately 25 miles south of the City of Fresno within both Fresno and Kings Counties. LID encompasses 35,000 acres, of which the majority is used for agricultural purposes and has a combined storage share of nearly 33,000 AF. The District is governed by a five-member Board of Directors and employees a General Managers and an Office Manager.

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The District's system consists of approximately 50 miles of canals and pipelines, which convey water supply from the Kings River. LID's Kings River water rights are held in trust by Kings River Water Association and are comprised of 44,000 AF from Pine Flat and 8,481 AF feet from other upstream storage points.

Lanare Community Services District (LCSD)

Lanare Community Service District (CSD) serves the unincorporated community of Lanare, located approximately 25 miles southwest of the City of Fresno. The District encompasses approximately 346 acres. The District provides water service and operates a community center located in the community. The District has approximately 149 water service connections including residential and commercial. The District is governed by a five-member Board of Directors. Two of the Board members are serving two-year terms and two are serving four-year terms.

Laton Community Services District (LCSD)

Laton CSD was formed in 1981 and is located in the southern portion of Fresno County, near the Kings County line, approximately 20 miles southeast of the city of Fresno. The District serves a population of nearly 1,820 people and provides water service through a network of mains and groundwater wells. Services provided by the District include water, sewer, solid waste, fire protection and streetlights. The District has a five-member Board of Directors and employs two operations/maintenance and two clerical staff members.

Liberty Canal Company (LCC)

Liberty Canal Company, a mutual water company, was developed in 1882 and is located in the southern portion of Fresno County. LCC services an area of approximately 4,500 acres and has a combined storage share of over 13,000 AF on the Kings River.

Liberty Water District (LWD)

Liberty Water District, formed in 1970, is located along the southern border of Consolidated Irrigation District, approximately 17 miles due south of the city of Fresno in Fresno County. The District encompasses approximately 21,142 acres. The District is a minor shareholder (3.3%) in the Liberty Canal Company (LCC), and Kings River water received from LCC is recharged using the District's groundwater recharge facility when supplies are available. The District is governed by an elected five-member Board of Directors.

London Community Services District (LCSD)

London CSD is an unincorporated community in Tulare County, established in 1952. It lies approximately 10 miles northwest of the city of Visalia. London CSD serves a

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population of approximately 1,870 people. The District's water supply consists entirely of groundwater procured from the aquifer.

Malaga County Water District (MCWD)

Malaga County Water District is an independent special district located adjacent to the south of the City of Fresno. The District encompasses approximately 1,886 acres (2.95 square miles). Its SOI encompasses approximately 2,642 acres (4.13 square miles). A small portion of the District overlaps with the City of Fresno.

The District provides domestic water, irrigation water, wastewater, parks, and recreation services. Solid waste services are provided via contract with a private hauler. The District is governed by an elected Board of Directors, administered by a General Manager and has 15 full-time staff.

MCWD has been defined by Fresno County as the future hub for industrial development in the Malaga/Golden State Corridor.

Special legislation AB2523 (Costa, 1989) gives MCWD specific powers concerning groundwater management:

1. Provide for the conjunctive use of groundwater and surface water resources within the District; and
2. Store water in underground water basins or reservoirs within or outside of the District; and
3. Exchange water; and
4. Distribute water to persons in exchange for ceasing or reducing groundwater extractions; and
5. Transport, reclaim, purify, treat, inject, extract, or otherwise manage and control water for the beneficial use of persons or property within the District and to improve and protect the quality of groundwater supplies within the District; and
6. The District may enter into agreements with other public agencies for the purpose of participating in basin-wide groundwater management activities; and
7. Malaga County Water District may levy and collect fees for charges related to exercising these powers.

Mid-Valley Water District (MVWD)

Mid-Valley Water District was founded in 2002 and encompasses approximately 13,678 acres. The District was formed to obtain a contract for surface water supply from the United States Bureau of Reclamation's then proposed Mid-Valley Canal Unit of the Central Valley Project. The District does not have any infrastructure. The District provides a varying amount of water to its customers, ranging from zero AF in 2002 to 3,916 AF in 2006. The District is governed by an elected five-member Board of Directors.

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Orosi Public Utility District (OPUD)

Orosi is an unincorporated area in Tulare County approximately 10 miles north of the city of Visalia, adjacent to the community of Cutler, discussed above. Orosi PUD was formed in 1922 and serves approximately 8,000 residents. The community is supplied with water from the groundwater supply through 5 wells. The District is governed by an elected 5-member Board of Directors.

Pinedale County Water District (PCWD)

Pinedale Country Water District was formed in 1954. The PCWD service area encompasses nearly 1,270 acres or 2 square miles, in both the City of Fresno and unincorporated Fresno County. PCWD provides water to 2,400 residential and 550 commercial accounts. PCWD delivers water through wells dispersed across the service area.

Reed Ditch Company (RDC)

The Reed Ditch Company is a mutual water company servicing a small area northwest of Riverdale with Kings River water delivered through Murphy Slough. RDC, founded in the early 1900's, has a service area of approximately 3,500 acres and a combined storage share of over 8,700 acre-feet.

Riverdale Irrigation District (RID)

Riverdale ID is a 15,143-acre irrigation district located in southwest Fresno County, approximately 20 miles southwest of the city of Fresno. The District has a combined storage share of over 26,000 AF on the Kings River. The District has a 3-member Board of Directors and three full- and part-time employees.

Riverdale Public Utility District (RPUD)

Riverdale is a small community in southwest Fresno County, approximately 20 miles southwest of the city of Fresno. The District delivers water to a population of 3,150 people from several wells throughout the community. Services provided by the District include water, sewer, storm drainage, solid waste, fire protection and street lighting. The District has a 5-member Board of Directors and employs a staff consisting of a Superintendent, Office Manager and Maintenance worker.

Sanger Environmental Fund

The Sanger Environmental Fund is a non-profit public benefit corporation established in 1991. The purpose of the SEF is to implement pollution control programs and/or public education programs relating to pollution, natural resources and the environment within the boundaries of the Sanger Unified School District (SUSD). SEF has provided funding for projects at various SUSD sites for trees, greenhouses, water station equipment, environmental project materials, scholarships, and science projects at the

Kings Basin IRWMP

Descriptions of Members and Interested Parties

SUSD District Fair. SEF also collaborates with the City of Sanger and SUSD to fund, support, and participate in the maintenance of the Sanger Nature Study Area.

Self-Help Enterprises (SHE)

Self-Help Enterprises (SHE) is a private, nonprofit 501(c)(3) tax exempt corporation established under the laws of the State of California. Its mission is to improve the living conditions and community standards of low-income families in an eight-county rural area of California's San Joaquin Valley including Kern, Tulare, Kings, Fresno, Madera, Merced, Mariposa and Stanislaus counties. This service area includes the Kings Basin IRWMP area. SHE's primary office is located in Visalia and a satellite office is in Madera, just south and north of the Kings Basin area respectively.

SHE has a strong Board of Directors consisting of 18 volunteer members from diverse backgrounds. From the date of incorporation in 1965, SHE has reserved at least one-third of board membership for participants in programs administered by SHE that serve low-income families. This direct involvement by SHE participants in leadership roles enhances the organization's connection and responsiveness to the interest and needs of those it serves.

Through July of 2011, SHE had assisted 5,875 families in building their own homes through the mutual self-help housing program, developed and owns 1,154 deed restricted affordable rental units, repaired or rehabilitated 6,021 homes, and financially assisted 1,447 families in the purchase of their first home. In addition, SHE has provided technical assistance to small disadvantaged communities to assist them in developing almost 200 water and wastewater projects for over 27,000 families in San Joaquin Valley counties. Such small disadvantaged communities are recognized as having critically high rates of poverty and unemployment, with many having an urgent need for investment in water and wastewater infrastructure.

Sierra Club, Tehipite Chapter

The Sierra Club was founded in 1892 by John Muir and works to protect communities, wild places, and the planet as a whole. The Tehipite Chapter of the Sierra Club includes all of the Fresno, Madera, Mariposa, and Merced County areas, all of Yosemite National Park and all of Tulare County north of Avenues 384 and Elkhorn, including Kings Canyon National Park but excluding Sequoia National Park.

Sierra Resource Conservation District (SRCD)

SRCD was formed in 1956 and includes approximately 3,063 square miles. The area is over 50% of the total acreage of Fresno County (3,817,025). The SRCD is bounded on the north by the Fresno-Madera County line; on the east by the Fresno-Mono and Fresno-Inyo County lines; on the south by the Fresno-Tulare Co line with a small portion of the North east corner of Tulare Co and the Sequoia National Park Boundary; and on the west by Blackstone Avenue, Herndon Avenue, Fowler Avenue, and Jensen Avenue

Kings Basin IRWMP

Descriptions of Members and Interested Parties

as they intersect with each other, and also includes the campus of California State University Fresno (CSUF). There are three Indian Rancherias within the district.

The mission of the District is to take available technical, financial and educational resources, whatever their source, and focus or coordinate them at the local level to meet the present and future natural resource needs of the local land user. To accomplish this, SRCD maintains working relationships with Federal, State and County Agencies and Departments, non-profit organizations, educational institutions which have natural resource duties and responsibilities under law, and with public and private landowners to save the basic resources, soil, water, and air of the state from unreasonable and economically preventable waste and destruction. The SRCD can and does act as a liaison between the private landowner and a multitude of land use programs to meet natural resource objectives.

Sultana Community Services District

Sultana is a community in Tulare County, approximately 5 miles east of the city of Dinuba encompassing approximately 317 acres. The District was formed in 1977 and delivers water to a population of less than 1,000 by pumping groundwater through two wells. The District is governed by an elected 5-member Board of Directors.

Terranova Ranch, Inc.

Terranova Ranch was established in 1979 and encompasses 5,500 acres. It is located in Helm, California, which is in the central San Joaquin Valley, approximately 25 miles southwest of the City of Fresno. Portions of the property are in Raisin City WD and the remainder of the Ranch not in any water or irrigation district.

In 1993, the ranch began converting to organic farming and today approximately 600 acres are certified by CCOF, California Certified Organic Farmers. Terranova farms and processes tomatoes, garlic, pima cotton, alfalfa hay, lettuce seed, broccoli seed, basil seed, and walnuts and is dependent on groundwater for agricultural production but is committed to conjunctive use. They have an agreement with Kings River Water Association to use high flows off the North Fork of the Kings River when available and partakes in water conservation practices by using buried drip irrigation where possible.

Tulare Basin Wildlife Partners (TBWP)

Tulare Basin Wildlife Partners was established in 2005 as a 501(c)3 non-profit organization with an aim to preserve the natural heritage and improve the quality of life for all Californians by conserving and restoring critical Tulare Basin upland, wetland, and riparian habitats for people and wildlife. The organization covers the entire Tulare Basin, including portions of Fresno, Kern, Kings and Tulare counties.

Kings Basin IRWMP

Descriptions of Members and Interested Parties

University of California Cooperative Extension – Fresno County

UC Cooperative Extension was established in Fresno County since 1917 in coordination with the Fresno County Farm Bureau. UCCE-Fresno staffs 7 farm advisors and several program managers that administer programs in 4-H Youth Development, adult and youth food and nutrition programs and the Master Gardener program.

The mission if UCCE is to organize, develop and extend research-based information that improves the lives of Fresno County residents. The organization is focused on helping farmers and ranchers increase productivity through improved resource management, pest and disease management, improved livestock production practices, and support commodity marketing issues.

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KINGS BASIN WATER AUTHORITY
INTEGRATED REGIONAL WATER MANAGEMENT PLAN

APPENDIX B
ADOPTING RESOLUTION

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OCT 23 2018

**BEFORE THE BOARD OF DIRECTORS
OF THE KINGS BASIN WATER AUTHORITY
FRESNO, CALIFORNIA**

File No. _____

RESOLUTION NO. 18-02

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
KINGS BASIN WATER AUTHORITY AUTHORIZING
ADOPTION OF THE KINGS BASIN INTEGRATED
REGIONAL WATER MANAGEMENT PLAN (IRWMP) AND
AUTHORIZATION TO FILE A CEQA NOTICE OF
EXEMPTION FOR THE IRWMP**

WHEREAS, the Kings Basin Water Authority is a Joint Powers Authority made up of cities, counties and water agencies in the Central San Joaquin Valley with the responsibility for implementing the Kings Basin Integrated Regional Water Management Plan (IRWMP) and;

WHEREAS, the Kings Basin Water Authority received grant funding from the Proposition 1 Integrated Regional Water Management 2016 Planning Grant Program to update the 2012 Kings Basin IRWMP to comply with 2016 IRWM Plan Standards and;

WHEREAS, the California Department of Water Resources requires environmental review of all grant funded projects and;

WHEREAS, the Board of Directors of the Kings Basin Water Authority finds that the Project is exempt from CEQA pursuant to CEQA Guidelines Section 15262, which states that a project involving only feasibility or planning studies for possible future actions which the agency, board, or commission has not approved, adopted, or funded does not require the preparation of an EIR or Negative Declaration, but does require consideration of environmental factors and;

THEREFORE, BE IT RESOLVED that the revised Kings Basin IRWMP attached under Item Number 10 of the October 17, 2018 Board Agenda Packet was adopted at the regular meeting of the Board of Directors of the Kings Basin Water Authority and;

BE IT FURTHER RESOLVED that the Chair of the Kings Basin Water Authority, or his or her designee, is hereby authorized and

directed to file a CEQA Notice of Exemption with the County Clerk of Fresno, Kings, and Tulare Counties.

THE FOREGOING RESOLUTION was passed and adopted by the Board of Directors of the Kings Basin Water Authority this 17th day of October 2018, by the following vote:

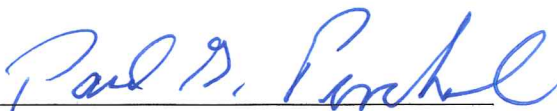
AYES: Directors Fast, Mendes, Worthley, Stretch, Rai, Alternate Directors Wegley, Armendariz, Carbajal, Moore, Romero, Mulligan, Desatoff, Hofmann, Peschel

NOES: None

ABSENT: Directors Morales, Avalos, McCutcheon


Chair

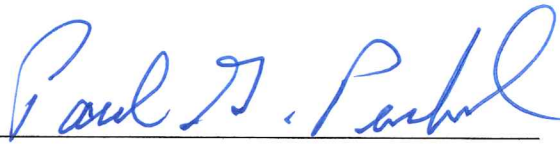
ATTEST:


Secretary

SECRETARY'S CERTIFICATE

I, Paul G. Peschel, Secretary of Kings Basin Water Authority, hereby certify that the foregoing is a full, true and correct copy of a Resolution duly adopted at the Regular Meeting of the Board of Directors of said Authority duly noticed and held on the 17th day of October 2018, of which meeting all of the members of said Board of Directors had due notice and at which a majority thereof were present.

WITNESS my hand this 17th day of October 2018.

A handwritten signature in blue ink, reading "Paul G. Peschel", is written over a horizontal line.

Secretary

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KINGS BASIN WATER AUTHORITY
INTEGRATED REGIONAL WATER MANAGEMENT PLAN

APPENDIX C
JOINT POWERS AGREEMENT

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UPPER KINGS BASIN INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AGREEMENT

THIS AGREEMENT is made and effective as of March 1, 2009 pursuant to the Joint Exercise of Powers Act (Government Code Sections 6500, *et seq.*) by and between the public agencies listed on the attached Exhibit A in order to form the Upper Kings Basin Integrated Regional Water Management Authority. This Agreement is made with reference to the following facts.

A. Each of the parties to this Agreement is a public agency vitally interested in the management of water supplies delivered to those within that agency's boundaries. One of the water supplies of great importance to each of the parties is the Kings River.

B. Because the parties share a common interest in maximizing the beneficial use of Kings River water, they have jointly been pursuing integrated regional water management planning strategies for the Upper Kings Basin (as defined below) through an informal coalition sometimes referred to as the Upper Kings Basin Water Forum. Through the Upper Kings Basin Water Forum, the parties have developed an integrated regional water management plan for the Upper Kings Basin and have undertaken various activities in furtherance of that plan.

C. The parties wish to facilitate continued integrated water resource management on the Upper Kings Basin by forming a joint powers authority to replace the informal Upper Kings Basin Water Forum and to pursue appropriate water resource planning opportunities in accordance with the applicable provisions of California law.

THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter set forth, it is agreed by and among the parties hereto as follows:

Article I: Definitions

As used in this Agreement, unless the context requires otherwise, the meaning of the terms hereinafter set forth shall be as follows:

(a) "Act" shall mean the Integrated Regional Water Management Planning Act of 2002, codified in Part 2.2 (commencing with Section 10530) of Division 6 of the California Water Code, as it may be amended, revised or superseded from time to time.

(b) "Advisory Committee" shall mean the advisory body of the Authority created by Section 3.02 of this Agreement, consisting of representatives from the Members and the Interested Parties.

(c) "Authority" shall mean the Upper Kings Basin Integrated Regional Water Management Authority, being the separate entity created by this Agreement.

(d) “Board of Directors” or “Board” shall mean the governing body of the Authority as established by Section 3.01 of this Agreement.

(e) “Fiscal Year” shall mean that period of twelve months established as the Fiscal Year of the Authority pursuant to Section 4.01 of this Agreement.

(f) “Interested Parties” shall mean those public and private entities that have (i) either opted not to become Members of the Authority or are legally precluded from becoming Members, (ii) provided a formal expression of interest in the Authority’s activities and (iii) been designated by the Board of Directors as Interested Parties. The parties listed on the attached Exhibit B shall be the initial Interested Parties. The Board of Directors may from time to time add additional Interested Parties or remove Interested Parties. Interested Parties need not execute this Agreement, but shall be governed by its provisions. Interested Parties shall be non-voting, but shall be provided with an opportunity to provide input into Authority activities for consideration by the Board of Directors, Advisory Committee and Members.

(g) “IRWMP” shall mean the integrated regional water management plan for the Upper Kings Basin adopted pursuant to the Act by the Upper Kings Basin Water Forum, as it may be modified or amended from time to time.

(h) “Major Decision” shall mean any decision by the Board of Directors that is not a Minor Decision or Supermajority Decision. A Major Decision shall require the affirmative vote of two-thirds of the members of the Board of Directors present and voting at a meeting at which a quorum is present.

(i) “Minor Decision” shall mean a decision by the Board of Directors that does not have a material effect on the long-term activities or policies of the Authority, including (i) setting, amending or approving agendas, (ii) approving or amending minutes, (iii) approving the payment of bills or other amounts due as a result of the routine activities of the Authority, (iv) incurring any expense or series of related expenses totaling not more than \$10,000 in any Fiscal Year and (v) purely administrative decisions that do not set policy for the Authority. In the event of a disagreement as to whether a decision is a Minor Decision, the Chairman shall determine whether such decision is a Minor Decision, and such determination shall be final. A Minor Decision shall require the affirmative vote of a majority of the members of the Board of Directors present and voting at a meeting at which a quorum is present.

(j) “Members” shall mean those the parties identified on the attached Exhibit A, and any parties that shall hereafter become Members in accordance with the terms and provisions of this Agreement.

(k) “Participation Percentage” shall mean the percentages described in Section 3.03 as they may be modified from time to time.

(l) “Special Activities” shall mean activities that are consistent with the purpose of this Agreement, but which are undertaken by fewer than all the parties in the name of the Authority pursuant to Section 3.07.

(m) “Supermajority Decision” shall mean any decision by the Board of Directors to (i) initiate litigation in the name of the Authority, (ii) issue bonds or other form of indebtedness obligating the Authority for an amount in excess of \$100,000, (iii) adopt or amend the Authority’s budget, (iv) change any Participation Percentage, (v) admit any new Member to the Authority or (vi) terminate any Member. A Supermajority Decision shall require the affirmative vote of two-thirds of the members of the Board of Directors.

(n) “Upper Kings Basin” shall mean the area depicted on the attached Exhibit C.

Article II: Creation of Authority

Section 2.01 – Creation.

The parties, pursuant to their joint exercise of powers, hereby create a public entity to be known as the “Upper Kings Basin Integrated Regional Water Management Authority.”

Section 2.02 – Term.

This Agreement shall remain in effect until terminated by mutual agreement of all the parties hereto. Notwithstanding any other provision herein, this Agreement shall remain in effect and be binding upon the parties hereto and upon all subsequent parties joined herein for such a period as the Authority desires to engage in any activities under this Agreement. The foregoing provision shall not apply, however, to any party that withdraws or is terminated from its participation in the Authority in accordance with this Agreement.

Section 2.03 – Purpose.

The purpose of this Agreement is to provide for the joint exercise, through the Authority, of powers common to each of the parties in order to (i) engage in integrated regional water management planning and related activities under the Act in the Upper Kings Basin for the benefit of the water users within the boundaries of the Members, including without limitation those activities formerly conducted by the Members through the Upper Kings Basin Forum, (ii) coordinate, manage, maintain, modify, amend and implement the IRWMP under the Act, including without limitation assisting the Members in the development of water management projects and/or grant applications for projects included in or consistent with the IRWMP, (iii) participate through the Authority in water management projects included in or consistent with the IRWMP, and (iv) engage in such other activities related thereto as are incidental, necessary and convenient to the mutual benefit and interest of the Members. Activities unrelated to integrated regional water management planning under the Act in the Upper Kings Basin and/or the IRWMP shall not be undertaken by the Authority.

Section 2.04 – Powers.

The Authority shall have the power to take any action to carry out the purposes of this Agreement. Subject to the applicable voting requirements described in this Agreement, the Authority is authorized, in its own name, to do all acts necessary for the exercise of said powers, including, but not limited to, any and all of the following: to coordinate all activities necessary to maintain, modify, amend and implement the IRWMP in accordance with the Act; to screen and

select projects for grant applications; to prepare and submit grant applications on behalf of the Members; to assist Members in the development of water management projects; to participate in water management projects; to allocate and manage grant funding; to create and appoint committees and sub-committees; to undertake, on behalf of the Members, all actions required by the California Department of Water Resources and the State Water Resources Control Board related to the IRWMP; to make and enter into contracts and agreements; to sue and be sued in its own name; to engage or employ agents, consultants and employees; to acquire, construct, manage, maintain and operate any buildings, works, or improvements; to acquire by eminent domain, or otherwise, and to hold or dispose of any property; to issue bonds and all other forms of indebtedness, to the extent and on the terms provided by law for any of the parties herein or for any separate entity so permitted; and to incur debts, liabilities and obligations as approved by the Board of Directors in accordance with this Agreement. The Authority may levy assessments. Alternatively, in lieu of assessments (either in whole or in part), the Authority may fix and collect charges for any service furnished by the Authority. In accordance with California Government Code Section 6509, the foregoing powers shall be subject to the restrictions upon the manner of exercising such powers pertaining to the ALTA IRRIGATION DISTRICT, as specified in Division 11 of the California Water Code.

Notwithstanding the foregoing, Members of the Authority shall at all times retain control and authority, independent of the Authority, over their own internal matters, including water supplies, facilities, and water supply projects.

Section 2.05 – Adoption of IRWMP.

The Members agree that the IRWMP shall be coordinated and managed by the Authority, and that all modifications or amendments of the IRWMP shall be adopted only by the Authority's Board of Directors and in accordance with this Agreement. Modifications and amendments of the IRWMP shall be a Major Decision.

Article III: Internal Organization

Section 3.01 – Governing Body.

The Authority shall be governed by a Board of Directors which is hereby established and which shall be composed of one representative of each of the Members, and who shall be selected and designated in writing from time to time by the governing body of the respective party from among the elected members of that party's governing body. Each party, in addition to appointing its member to the Board, shall appoint at least one alternate to the Board who shall be a director, officer or employee of that party, but need not be an elected member of that party's respective governing body. The role of each alternate Director shall be to assume the duties of the Director appointed by his/her member entity in case of the absence or unavailability of such Director. The Directors and alternates so named shall continue to serve until their respective successors are appointed.

Interested Parties shall be notified of Board meetings when members of the Board are so notified, and each agenda for Board meetings shall provide an opportunity for participation by representatives of Interested Parties in attendance.

Section 3.02 – Advisory Committee and Other Committees.

The Board of Directors shall establish an advisory body known as the “Upper Kings Basin Integrated Regional Water Management Authority Advisory Committee” that shall consist of representatives of the Members and representatives of the Interested Parties. Each Member and each Interested Party may (but need not) appoint one member to the Advisory Committee. In addition to appointing a member to the Advisory Committee, each Member and each Interested Party may appoint at least one alternate to the Advisory Committee. Members and alternates shall be designated in writing from time to time by the respective governing body of each appointing entity. The Advisory Committee shall provide advice to the Board, but shall have no authority to take action that binds the Authority in any way.

Advisory Committee members and alternates need not be elected representatives of their respective appointing entities. The Advisory Committee shall meet from time to time as required by the Board or as the Advisory Committee establishes. A majority in number of the members of the Advisory Committee shall constitute a quorum for the transaction of the Advisory Committee’s business. Each member of the Advisory Committee shall be entitled to one vote. All questions and matters of any nature whatsoever coming before the Advisory Committee shall be determined, provided a quorum is present, by the concurrence of at least a majority of the members of the Advisory Committee.

The Board of Directors may establish other committees as it determines necessary and shall establish membership, quorum, and voting requirements when the committees are established.

Section 3.03 – Participation Percentages.

The Participation Percentages of the Members shall be equal, and shall be automatically adjusted without further action of the parties or the Board of Directors upon the admission, withdrawal or termination of a Member. The Participation Percentages may be otherwise changed only upon a vote of the Board of Directors. Any such change in the Participation Percentages shall be a Supermajority Decision and shall not be deemed an amendment to this Agreement.

Section 3.04 – Seal; Bylaws.

The Board may (but need not) adopt an official seal for the Authority and adopt such bylaws as it may deem necessary to regulate the affairs of the Authority in accordance with this Agreement. The bylaws may be amended from time to time by the Board of Directors as it may deem necessary. Amendment of the Bylaws shall be a Major Decision.

Section 3.05 – Quorum.

A majority in number of the members of the Board of Directors shall constitute a quorum for the transaction of Members’ business. Each member of the Board of Directors shall be entitled to one vote. Any member of the Board of Directors abstaining from a vote shall be counted for purposes of determining the existence of a quorum, but shall not be deemed to be voting. Amendment of this Agreement shall be governed by Section 7.01.

Section 3.06 – Meetings.

Meetings of the Board of Directors and Advisory Committee shall be conducted in accordance with the Ralph M. Brown Act, California Government Code Sections 54950, *et seq.*

Section 3.07 - Special Activities.

With the prior approval of the Board of Directors, Members may undertake Special Activities in the name of the Authority. Prior to undertaking a Special Activity, the Members electing to participate in the Special Activity shall enter into an activity agreement. Such activity agreement shall provide that (i) no Special Activity undertaken pursuant to such agreement shall conflict with the terms of this Agreement and (ii) the Members to the activity agreement shall indemnify, defend and hold the other parties to this Agreement and the Authority harmless from and against any liabilities, costs or expenses of any kind arising as a result of the Special Activity described in the activity agreement. All assets, rights, benefits, debts, liabilities and obligations attributable to a Special Activity shall be assets, rights, benefits debts, liabilities and obligations solely of the Members that have entered into the activity agreement for that Special Activity, in accordance with the terms of the activity agreement, and shall not be the assets, rights, benefits, debts, liabilities and obligations of those Members that have not executed the activity agreement. This Section 3.07 shall survive the termination of expiration of this Agreement.

Section 3.08 – Officers.

The officers of the Authority shall include a Chairman, a Vice-Chairman who shall serve in the absence of the Chairman, a Secretary-Treasurer, and such other officers as the Board of Directors may appoint from time to time. Each officer shall serve at the pleasure of the Board of Directors, or for such terms as the Board of Directors may establish, and shall have those powers set forth in this Agreement or delegated to them by the Board of Directors.

Article IV: Financial Provisions

Section 4.01 – Fiscal Year.

The Fiscal Year of the Authority shall be from July 1 through June 30 of each year.

Section 4.02 – Funds; Accounts.

Subject to Section 5.02 of this Agreement, the Secretary-Treasurer shall be responsible for all money of the Authority from whatever source. All funds of the Authority shall be strictly and separately accounted for and regular reports shall be rendered of all receipts and disbursements at least quarterly during the Fiscal Year. The books and records of the Authority shall be open to inspection by the Members and by bondholders as and to the extent provided by resolution or indenture. The Secretary-Treasurer shall contract with a certified public accountant to make an annual audit of the accounts and records of the Authority which shall be conducted in compliance with Section 6505 of the California Government Code.

Section 4.03 – Property; Bonds.

The Board of Directors shall from time to time designate the officers and persons, in addition to those specified in Section 4.02 above, who shall have charge of, handle, or have access

to any property of the Authority. The Authority shall acquire such fidelity bonds or comparable insurance covering such officers and persons in amounts designated by the Board of Directors; provided, that if no bond amount is set by the Board of Directors, no bond shall be required. Such designation shall be subject to ratification by the Members in compliance with California Government Code Section 6505.1.

Section 4.04 – Budget.

By a date set by the Board of Directors each Fiscal Year, the Board of Directors shall adopt an annual budget for the Authority for the ensuing Fiscal Year. Adoption of the annual budget or any amendment thereof shall be a Supermajority Decision.

Section 4.05 – Payments To The Authority.

All fees, costs and expenses incurred by the Authority for Member actions and activities shall be allocated to and paid by the Members in accordance with the Participation Percentages as defined in Section 3.03 on a schedule set by the Board of Directors; provided, that no Member shall be obligated to make any such payment unless and until such Member's governing body has approved and appropriated the funds necessary to make such payment. In the event a payment by a Member is otherwise required but is not made because such Member's governing body has not approved such payment or appropriated the funds necessary to make such payment, such Member shall be subject to termination as a Member pursuant to Section 6.02 but upon any such termination shall not be liable for the amount of such payment.

Article V: Contract Management; Fiscal Agent

Section 5.01 – Management.

In addition to, or in lieu of, hiring employees, the Authority may engage one or more third parties to manage any or all of the business of the Authority on terms and conditions acceptable to the Board of Directors. A third party so engaged may, but need not, be a Member. Any third party so engaged shall have such responsibilities as are set forth in the contract for such third party's services.

Section 5.02 – Fiscal Agent.

Without limiting the breadth of Section 5.01, the Board of Directors may select a Member or a third party to act as the fiscal agent for the Authority pursuant to an agreement with the fiscal agent approved by the Board of Directors. The approval of such agreement shall be a Majority Decision.

Article VI: Relationship of Authority And Its Members

Section 6.01 – Separate Entity; Property.

In accordance with California Government Code Sections 6506 and 6507, the Authority shall be a public entity separate from the parties to this Agreement. To the greatest extent permitted by law, otherwise agreed herein the debts, liabilities and obligations of the Authority shall not be

debts, liabilities or obligations of the member entities. The Authority shall own and hold title to all funds, property and works acquired by it during the term of this Agreement.

Section 6.02 – Admission, Withdrawal and Termination of Members.

Additional qualified parties may join in this Agreement and become Members upon the approval of the Board of Directors. Prior to being admitted as a new Member, a party shall (i) execute an agreement to be bound by the terms of this Agreement as if such party had been an original signatory hereto and (ii) pay an amount set by the Board of Directors to make the contributions to Authority activities by all Members (including the new Member) equitable. The admission of a new Member and determination of such amount shall be a Supermajority Decision.

Notwithstanding anything herein to the contrary, any Member may withdraw from this Agreement by giving 60 days written notice of its election to do so, which notice shall be given to the Board of Directors and to each of the other parties; provided, that such withdrawal does not in any way impair any contracts, resolutions, indentures or other obligations of the Authority then in effect. In the event of a disagreement between the Authority and the withdrawing party as to whether such withdrawal shall cause the impairment of any contracts, resolutions, indentures or other obligations of the Authority, such determination shall be made by the vote of 75% of the directors representing the non-withdrawing Members present and voting. Subject to the foregoing, a Member's withdrawal will be effective as of the date the notice of withdrawal is provided.

A withdrawing Member shall in all events remain liable for its proportionate share of (i) any call for funds or assessment levied by the Authority prior to the date it provides its notice of withdrawal, (ii) any contribution required by Section 6.04 to reflect the Participation Percentages in existence at the time the subject act or omission occurred, and (iii) the amount of any annual budget approved not more than 60 days prior to the date it provides its notice of withdrawal; provided, that a Member not concurring in an amendment of this Agreement that withdraws within the 60-day period described in Section 7.01 shall not be liable for any such amounts except to the extent they are delinquent on the date of withdrawal.

Any Member may be terminated, by a vote of the Board of Directors and upon termination shall no longer be a member of the Authority. Termination of a Member shall be a Supermajority Decision. A Member so terminated shall not be liable for the amounts described in clauses (i), (ii) and (iii) of the immediately preceding paragraph except to the extent they are delinquent on the date of termination.

In the event a Member withdraws from the Authority or is terminated in accordance with the terms and conditions hereof, such Member shall not receive a refund of any amounts advanced to the Authority by such Member prior to the date of its withdrawal or termination.

Section 6.03 – Disposition Of Property Upon Termination Or Determination By Board Of Surplus.

Upon termination of this Agreement or upon determination by the Board of Directors that any surplus money is on hand, such surplus money shall be returned to the then member entities of the Authority which contributed such monies in proportion to their Participation Percentages. The Board of Directors shall first offer any properties, works, rights and interests of the Authority for

sale to the member entities. If no such sale is consummated, then the Board of Directors shall offer the properties, works, rights and interests of the Authority for sale to any governmental agency, private entity or persons for good and adequate consideration. The net proceeds from any sale shall be distributed among the Members in proportion to their Participation Percentages. If no such sale is consummated, then all of the properties, works, rights and interests of the Authority shall be allocated to the Members in the same manner as the allocation of the net proceeds from the sale.

Section 6.04 – Agreed Upon Share Of Liability Or Judgment For Damages.

The parties to this Agreement do not intend hereby to be obligated either jointly or severally for the debts, liabilities or obligations of the Authority, except as may be specifically provided for in California Government Code Section 895.2 as amended or supplemented. Provided, however, if the Members of the Authority are, under such applicable law, held liable for the acts or omissions of the Authority caused in the performance of this Agreement, caused by negligent or wrongful act or omission occurring in the performance of this Agreement, such Members shall be entitled to contribution from each of the other Members so that after said contribution each party shall bear a share equal to its Participation Percentage in existence at the time the subject act or omission occurred. The right of contribution shall include any and all loss, liability, fines, penalties, forfeitures, costs and damages whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage, and for any and all claims, demands and actions in law or equity, including attorney's fees and litigation expenses (hereinafter collectively referred to as "judgment" for purposes of this section.) The right of contribution is limited to the amount paid in satisfaction of the judgment in excess of the Participation Percentage of the Members so paying. No Member may be compelled to make contribution beyond its share based upon its Participation Percentage of the entire judgment in existence as of the date of the subject act or omission.

Section 6.05 – Insurance.

The Board of Directors shall, from time to time and at least annually, review the general liability, automobile, directors and officers, and other insurance coverage maintained by the Authority for adequacy and determine the nature, extent and limits of insurance to be maintained by the Authority. The Authority shall purchase and maintain such insurance as the Board determines to be appropriate after such review.

Article VII: Miscellaneous Provisions

Section 7.01 – Amendment.

This Agreement may be amended from time to time by the concurrence of 75% of all of the Members. To provide non-concurring parties an opportunity to withdraw from the Authority as provided herein, an amendment shall be binding on all parties hereto 60 days after the required concurrence has been obtained.

Section 7.02 – Severability And Validity Of Agreement.

Should the participation of any party to this Agreement, or any part, term or provision of this Agreement be decided by the courts or the legislature to be illegal, in excess of that party's

authority, in conflict with any law of the State of California, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms or provisions of this Agreement shall not be affected thereby and each party hereby agrees it would have entered into this Agreement upon the same terms as provided herein if that party had not been a participant in this Agreement.

Section 7.03 – Assignment.

Except as otherwise provided in this Agreement, the rights and duties of the parties to this Agreement may not be assigned or delegated without the approval of the Board of Directors, which approval shall be a Supermajority Decision. Any attempt to assign or delegate such rights or duties in contravention of this section shall be null and void. Any assignment or delegation permitted under the terms of this Agreement shall be consistent with the terms of any contracts, resolutions or indentures of the Authority then in effect. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. This section does not prohibit a party from entering into an independent agreement with another agency regarding the financing of that party's contributions to the Authority or the disposition of proceeds which that party receives under this Agreement so long as such independent agreement does not affect, or purport to affect, the rights and duties of the Authority or the parties under this Agreement.

Section 7.04 – Execution In Parts Or Counterparts.

This Agreement may be executed in parts or counterparts, each part or counterpart being an exact duplicate of all other parts or counterparts, and all parts or counterparts shall be considered as constituting one complete original and may be attached together when executed by the parties hereto. Facsimile signatures shall be binding.

Section 7.05 – Notices.

Notices authorized or required to be given pursuant to this Agreement shall be in writing and shall be deemed to have been given when mailed, postage prepaid, or delivered during working hours to the addresses set forth for each of the parties beneath their signatures on this Agreement, or to such other changed addresses communicated to the Authority and the member entities in writing.

Section 7.06 – Governing Law and Venue.

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of California, excluding any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California. The parties to this Agreement hereby expressly waive any right to remove any action to a county other than Fresno County as permitted pursuant to California Code of Civil Procedure Section 394.

Section 7.07 – Attorney's Fees.

If any party commences any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

IN WITNESS WHEREOF, the parties hereto, pursuant to resolutions duly and regularly adopted by their respective governing boards, have caused their names to be affixed by their proper and respective officers as of the day and year first above-written.

NAME OF MEMBER: _____

By: _____

Its: _____

By: _____

Its: _____

Member's Address:

Dated: _____

EXHIBIT A

[Exhibit A to be completed after all prospective Members have determined whether to join the Authority. A list of prospective Members will be provided with this proposed form of Agreement.]

EXHIBIT B
Interested Parties

[Exhibit B to be completed after all prospective Interested Parties have determined whether to associate with the Authority. A list of prospective Interested Parties will be provided with this proposed form of Agreement.]

Non-Governmental Organizations:

State Agencies:

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KINGS BASIN WATER AUTHORITY
INTEGRATED REGIONAL WATER MANAGEMENT PLAN

APPENDIX D
LETTER OF AGREEMENT WITH MADERA REGION
REGIONAL WATER MANAGEMENT GROUP

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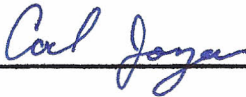
**Integrated Regional Water Management -
Letter of Agreement on Communication Between Regions**

The Madera and Kings Basin Regional Water Management Groups (RWMG), through a process of open discussion, collaboration and mutual agreement have established an agreement on communication between their regions. This Letter of Agreement establishes the procedures and intentions regarding such communication.

Intent: The Kings Basin and Madera regions share a common border along the Fresno and Madera County line. The two regions, represented by their respective RWMGs, will work to maintain communication on a variety of common water and watershed-based issues.

Procedure: The Kings Basin and Madera RWMGs will be updating their existing Integrated Regional Water Management Plans (IRWMPs) to meet new State requirements over the course of the next several years. As a task to update its IRWMP, the Kings Basin RWMG will add language which describes the nature of its cooperative and collaborative relationship with the Madera RWMG. In the case of Madera RWMG, a revised governance structure is likely to result from its IRWMP update. Madera RWMG will include a formal procedure for communication with Kings Basin RWMG as part of their revised governance structure, or, will describe the nature of its cooperative and collaborative relationship with the Kings Basin RWMG within its updated IRWMP. Until such time, the Kings Basin and the Madera RWMGs agree to actively communicate in accordance with the existing procedures of both RWMGs

On behalf of the Madera Regional Water Management Group:



Lead Agency: Madera Irrigation District

Contact: Carl Janzen

Phone Number: 559-673-3514

On behalf of the Kings Basin Regional Water Management Group:



Lead Agency: Upper Kings Basin IRWM Authority

Contact: David Orth, Secretary/Treasurer

Phone Number: 559-237-5567

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KINGS BASIN WATER AUTHORITY
INTEGRATED REGIONAL WATER MANAGEMENT PLAN

APPENDIX E
PUBLIC NOTICES

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PROVOST & PRITCHARD
286 W CROMWELL AVENUE
FRESNO, CA 937116162
0003721569

The Fresno Bee
fresnobee.com

Central Valley
The Valley's Lifestyle Magazine
SIERRA STAR
Serving Eastern Madera Since 1957

Vida
en el valle

PROOF OF PUBLICATION

COUNTY OF FRESNO STATE OF CALIFORNIA

The undersigned states:

McClatchy Newspapers in and on all dates herein stated was a corporation, and the owner and publisher of The Fresno Bee. The Fresno Bee is a daily newspaper of general circulation now published, and on all-the-dates herein stated was published in the City of Fresno, County of Fresno, and has been adjudged a newspaper of general circulation by the Superior Court of the County of Fresno, State of California, under the date of November 28, 1994, Action No. 520058-9.

The undersigned is and on all dates herein mentioned was a citizen of the United States, over the age of twenty-one years, and is the principal clerk of the printer and publisher of said newspaper; and that the notice, a copy of which is hereto annexed, marked Exhibit A, hereby made a part hereof, was published in The Fresno Bee in each issue thereof (in type not smaller than nonpareil), on the following dates.

June 20, 2018, June 27, 2018

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated June 27, 2018

Miracle L. Thomas

Exhibit A

PUBLIC NOTICE

#3721569

NOTICE OF INTENTION TO PREPARE AN UPDATE TO THE KINGS BASIN INTEGRATED REGIONAL WATER MANAGEMENT PLAN

NOTICE IS HEREBY GIVEN that the Kings Basin Water Authority (Authority) plans to prepare an update to the October 2012 Kings Basin Integrated Regional Water Management Plan (IRWMP). This updated IRWMP will be prepared in accordance with the State of California Department of Water Resources Integrated Regional Water Management Plan Guidelines. The IRWMP includes groundwater, surface water, and storm water management objectives and a listing of planned strategies to accomplish the objectives of the IRWMP.

The Authority is a Joint Powers Authority formed under the Joint Exercise of Powers Act (Government Code 6500, et seq.) to manage and implement the IRWMP. The Authority currently includes 17 Members and 40 Interested Parties. A map of the Kings Basin IRWM, as well as a list of each of the Members and Interested Parties can be found at the Authority's website: <http://www.kingsbasinauthority.org/>.

An IRWMP Update Workgroup of Authority representatives has been formed to steer the development of the IRWMP. Landowners and other interested parties who wish to participate in updating the IRWMP, may do so by submitting a written letter to Paul Peschel, Secretary, Kings Basin Water Authority, 4886 E. Jensen, Fresno, California 93725.

This Notice has been prepared in accordance with Government Code 6066 requirements. Following completion of preparation of the IRWMP, the Authority will adopt the IRWMP. Prior to adoption, a Notice of Intent to Adopt the IRWMP will be properly noticed in accordance with Government Code 6066.

June 18, 2018

/s/ Paul Peschel
Secretary

PROOF OF PUBLICATION

COUNTY OF FRESNO STATE OF CALIFORNIA

The undersigned states:

McClatchy Newspapers in and on all dates herein stated was a corporation, and the owner and publisher of The Fresno Bee. The Fresno Bee is a daily newspaper of general circulation now published, and on all-the-dates herein stated was published in the City of Fresno, County of Fresno, and has been adjudged a newspaper of general circulation by the Superior Court of the County of Fresno, State of California, under the date of November 28, 1994, Action No. 520058-9.

The undersigned is and on all dates herein mentioned was a citizen of the United States, over the age of twenty-one years, and is the principal clerk of the printer and publisher of said newspaper; and that the notice, a copy of which is hereto annexed, marked Exhibit A, hereby made a part hereof, was published in The Fresno Bee in each issue thereof (in type not smaller than nonpareil), on the following dates.

August 28, 2018, September 04, 2018

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated October 16, 2018

Miracle L. Thomas

Exhibit A

PUBLIC NOTICE

#3823594

NOTICE OF INTENTION TO ADOPT AN UPDATE TO THE KINGS BASIN INTEGRATED REGIONAL WATER MANAGEMENT PLAN

NOTICE IS HEREBY GIVEN that the Kings Basin Water Authority (Authority) intends to adopt an update to the October 2012 Kings Basin Integrated Regional Water Management Plan (IRWMP) at a future Authority Board meeting. This updated IRWMP has been prepared in accordance with the State of California Department of Water Resources Integrated Regional Water Management Plan Guidelines. The IRWMP includes groundwater, surface water, and storm water management objectives and a listing of planned strategies to accomplish the objectives of the IRWMP. The Authority is a Joint Powers Authority formed under the Joint Exercise of Powers Act (Government Code 6500, et seq.) to manage and implement the IRWMP. The Authority currently includes 17 Members and 40 Interested Parties.

The Authority published its Notice of Intent to prepare an update to the IRWMP in June 2018 in which landowners and stakeholders were invited to participate in the preparation.

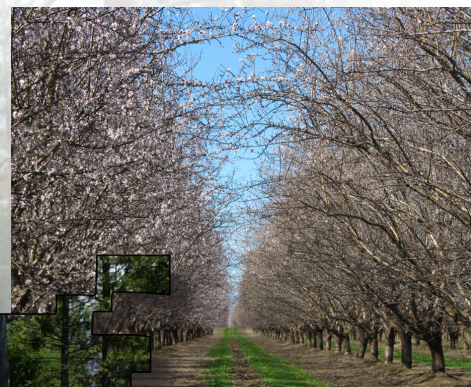
The Authority is now soliciting comment on the updated IRWMP. The updated IRWMP is available at the Authority's website at www.kingsbasinauthority.org. Comments must be submitted in writing to the Kings Basin Water Authority, 4886 E. Jensen, Fresno, California, 93725, Attn: Soua Lee, no later than September 14, 2018.

This Notice has been prepared in accordance with Government Code 6066 requirements. Following completion of preparation of the IRWMP, the Authority, as well as its member entities and interested parties, will adopt the IRWMP.

Paul Peschel
Secretary

August 23, 2018

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KINGS BASIN
Water Authority

kingsbasinauthority.org